

HT-SRW Document 5-5 Filed 06/3

# EXHIBIT B

## Part 3

HOMEOWNERS  
HO 01 01 09 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL PROVISIONS – ALABAMA

## SECTION I – PROPERTY COVERAGES

Throughout this policy, the following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of covered property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

## COVERAGE C – PERSONAL PROPERTY

## SPECIAL LIMITS OF LIABILITY

Items 10. and 11. are deleted and replaced by the following (These are Items 7. and 8. in Form HO 00 08):

**10.** \$1,000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:

- a. Accessories or antennas; or
- b. Tapes, wires, records, discs or other media; for use with any electronic apparatus described in this Item 10.

**11.** \$1,000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

- a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
- b. Is away from the "residence premises"; and
- c. Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- a. Accessories and antennas; or
- b. Tapes, wires, records, discs or other media; for use with any electronic apparatus described in this Item 11.

## PROPERTY NOT COVERED

Item 3.b. is deleted and replaced by the following:

- 3. Motor vehicles or all other motorized land conveyances. This includes:
  - b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:
    - (1) Accessories or antennas; or
    - (2) Tapes, wires, records, discs or other media; for use with any electronic apparatus described in this Item 3.b.

The exclusion of property described in 3.a. and 3.b. above applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. Used to service an "insured's" residence; or
- b. Designed for assisting the handicapped;

## COVERAGE D – LOSS OF USE

For all forms other than HO 00 04 and HO 00 06, Item 1. is deleted and replaced by the following:

1. If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover the Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

For Forms HO 00 04 and HO 00 06, Item 1. is deleted and replaced by the following:

1. If a loss by a Peril Insured Against under this policy to covered property or the building containing the property makes the "residence premises" not fit to live in, we cover the Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage, or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

## ADDITIONAL COVERAGES

9. **Glass or Safety Glazing Material** is deleted and replaced by the following:

9. **Glass Or Safety Glazing Material**

a. We cover:

- (1) For all forms other than **HO 00 04** and **HO 00 06**, the breakage of Glass or Safety Glazing Material which is part of a covered building, storm door or storm window, and for:
  - (a) Form **HO 00 04**, the breakage of Glass or Safety Glazing Material which is part of a building, storm door or storm window, and covered as Building Additions And Alterations; and
  - (b) Form **HO 00 06**, the breakage of Glass or Safety Glazing Material which is part of a building, storm door or storm window, and covered under Coverage A; and
- (2) For all forms other than **HO 00 04** and **HO 00 06**, the breakage, caused directly by Earth Movement, of Glass or Safety Glazing Material which is part of a covered building, storm door or storm window, and for:
  - (a) Form **HO 00 04**, the breakage, caused directly by Earth Movement, of Glass or Safety Glazing Material which is part of a building, storm door or storm window, and covered as Building Additions And Alterations; and
  - (b) Form **HO 00 06**, the breakage, caused directly by Earth Movement, of Glass or Safety Glazing Material which is part of a building, storm door or storm window, and covered under Coverage A; and
- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken Glass or Safety Glazing Material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

- (1) To covered property which results because the Glass or Safety Glazing Material has been broken, except as provided in a.(3) above; or

(2) On the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for a.(2) above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this Additional Coverage 9. will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

For Forms **HO 00 01** and **HO 00 08**, we will pay up to \$100 for loss under this coverage.

This coverage does not increase the limit of liability that applies to the damaged property.

(This is Additional Coverage 8. in Forms **HO 00 01** and **HO 00 08**.)

The following Additional Coverage is added to all forms except **HO 00 08**. With respect to Form **HO 00 04**, the words "covered building" used below, refer to property covered under Additional Coverage 10. Building Additions And Alterations.

#### 11. Ordinance Or Law

- a. You may use up to 10% of the limit of liability that applies to Coverage A (or for Form **HO 00 04**, you may use up to 10% of the limit of liability that applies to Building Additions And Alterations) for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
  - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
  - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
  - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.

c. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

(This is Additional Coverage 10. in Forms HO 00 01 and HO 00 06.)

## SECTION I – EXCLUSIONS

1. **Ordinance or Law** is deleted and replaced by the following:

1. **Ordinance Or Law**, meaning any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a. in all forms other than HO 00 03, 1.a.(1) in Form HO 00 03, does not apply to the amount of coverage that may be provided for under Additional Coverages, Glass or Safety Glazing Material or Ordinance or Law;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged.

(This is Exclusion 1.a. in Form HO 00 03.)

2. **Earth Movement** is deleted and replaced by the following:

2. **Earth Movement**, meaning earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

- a. Fire; or
- b. Explosion;

ensues and then we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

(This is Exclusion 1.b. in Form HO 00 03.)

4. **Power Failure** is deleted and replaced by the following:

4. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss or damage caused by that Peril Insured Against.

(This is Exclusion 1.d. in Form HO 00 03.)

8. **Intentional Loss** is deleted and replaced by the following:

## 8. **Intentional Loss**

We do not provide coverage for any loss arising out of any act committed by or at the direction of an "insured" with the intent to cause a loss. However, if you commit an act with the intent to cause a loss, we will provide coverage to an innocent "insured" victim of domestic abuse, as defined in the "Domestic Abuse Insurance Protection Act", to the extent of that person's interest in the property when the damage is proximately related to and in furtherance of domestic abuse.

(This is Exclusion 1.h. in Form HO 00 03.)

## SECTION I – CONDITIONS

### 3. **Loss Settlement**

Under Form HO 00 06, Item b.(2) is deleted and replaced by the following:

- (2) If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

## SECTION II – EXCLUSIONS

Under 1. **Coverage E – Personal Liability** and Coverage F – **Medical Payments To Others**, Item a. is deleted and replaced by the following:

- a. Which is expected or intended by one or more "insureds";

## SECTIONS I AND II – CONDITIONS

2. **Concealment or Fraud** is deleted and replaced by the following:

### 2. **Concealment Or Fraud**

a. Under Section I – Property Coverages, with respect to all "insureds" covered under this policy, we provide no coverage for loss under Section I – Property Coverages if, whether before or after a loss, one or more "insureds" have:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made false statements;  
relating to this insurance.

b. Under Section II – Liability Coverages, we do not provide coverage to one or more "insureds" who, whether before or after a loss, have:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made false statements;  
relating to this insurance.

8. **Subrogation** is deleted and replaced by the following:

### 8. **Subrogation**

An "insured" may waive in writing before a loss all rights of recovery against any person. However, this waiver does not apply if an "insured" is an innocent victim of domestic abuse as defined in the "Domestic Abuse Insurance Protection Act". In this case, we shall be subrogated to the rights of the innocent "insured" claimant to recover for any losses we paid for property damages.

In all other cases, if an "insured" has not waived in writing before a loss all rights of recovery against any person, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

All other provisions of this policy apply.

HO 04 16 04 91

**PREMISES ALARM OR  
FIRE PROTECTION SYSTEM**

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For a premium credit, we acknowledge the installation of an alarm system or automatic sprinkler system approved by us on the "residence premises." You agree to maintain this system in working order and to let us know promptly of any change made to the system or if it is removed.

HO 04 16 04 91

POLICY NUMBER:

HOMEOWNERS  
HO 04 32 05 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE**

FOR USE WITH FORM HO 00 03

**SCHEDULE\***

These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of "occurrences", the number of claims-made, or the number of locations insured under this endorsement and listed in this Schedule.

1.	Section I – Property Coverage Limit Of Liability for the Additional Coverage "Fungi", Wet Or Dry Rot, Or Bacteria	\$
2.	Section II – Coverage E Aggregate Sublimit Of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria	\$

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

**DEFINITIONS**

The following definition is added:

**"Fungi"**

- a. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- b. Under Section II, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

**SECTION I – PROPERTY COVERAGES****ADDITIONAL COVERAGES**

The following Additional Coverage is added:

**12. "Fungi", Wet Or Dry Rot, Or Bacteria**

- a. The amount shown in the Schedule above is the most we will pay for:
  - (1) The total of all loss payable under Section I – Property Coverages caused by "fungi", wet or dry rot, or bacteria;
  - (2) The cost to remove "fungi", wet or dry rot, or bacteria from property covered under Section I – Property Coverages;

- (3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and
- (4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.

- b. The coverage described in 12.a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

c. The amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:

- (1) Number of locations insured under this endorsement; or
- (2) Number of claims-made.

d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

This coverage does not increase the limit of liability applying to the damaged covered property.

## SECTION I – PERILS INSURED AGAINST

### COVERAGE A – DWELLING AND COVERAGE B – OTHER STRUCTURES

Paragraph 2.e.(3) is deleted and replaced by the following:

- (3) Smog, rust or other corrosion;

Paragraph 2.e.(9) is added:

- (9) Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

### COVERAGE C – PERSONAL PROPERTY

Paragraph 12.d. is added:

- d. Caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

## SECTION I – EXCLUSIONS

Exclusion 1.i. is added.

### i. "Fungi", Wet Or Dry Rot, Or Bacteria

"Fungi", Wet Or Dry Rot, Or Bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.

This exclusion does not apply:

- (1) When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
- (2) To the extent coverage is provided for in the "Fungi", Wet Or Dry Rot, Or Bacteria Additional Coverage under Section I – Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, or bacteria is covered.

## SECTION II – CONDITIONS

Condition 1. Limit Of Liability is deleted and replaced by the following:

### 1. Limit Of Liability

Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims-made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage F limit of liability shown in the Declarations.

However, our total liability under Coverage E for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria will not be more than the Section II – Coverage E Aggregate Sub-limit Of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria. That sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

- a. Number of locations insured under the policy to which this endorsement is attached;

- b. Number of persons injured;
- c. Number of persons whose property is damaged;
- d. Number of "insureds"; or
- e. Number of "occurrences" or claims-made.

This sublimit is within, but does not increase, the Coverage E limit of liability. It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

With respect to damages arising out of "fungi", wet or dry rot, or bacteria described in **1. Limit Of Liability** of this endorsement, **Condition 2. Severability Of Insurance** is deleted and replaced by the following:

## **2. Severability Of Insurance**

This insurance applies separately to each "insured" except with respect to the Aggregate Sub-limit of Liability described in this endorsement under Section II – Conditions **1., Limit Of Liability**. This condition will not increase the limit of liability for this coverage.

## **SECTION I AND II – CONDITIONS**

### **1. Policy Period**

This policy applies only to loss or costs in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.

All other provisions of the policy apply.

**NO SECTION II - LIABILITY COVERAGES FOR**  
**HOME DAY CARE BUSINESS**  
**LIMITED SECTION I - PROPERTY COVERAGES FOR**  
**HOME DAY CARE BUSINESS**

If an "insured" regularly provides home day care services to a person or persons other than "insureds" and receives monetary or other compensation for such services, that enterprise is a "business." Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an "insured" to a relative of an "insured" is not considered a "business."

Therefore, with respect to a home day care enterprise which is considered to be a "business," this policy:

1. Does not provide Section II - Liability Coverages because a "business" of an "insured" is excluded under exclusion 1.b. of Section II - Exclusions;
2. Does not provide Section I - Coverage B coverage where other structures are used in whole or in part for "business";

3. Limits coverage for property used on the "residence premises" for the home day care enterprise to \$2,500, because Coverage C - Special Limits of Liability - item 8. imposes that limit on "business" property on the "residence premises." (Item 8. corresponds to item 5. in Form HO 00 08.);
4. Limits coverage for property used away from the "residence premises" for the home day care enterprise to \$250, because Coverage C - Special Limits of Liability - item 9. imposes that limit on "business" property away from the "residence premises." Special Limit of Liability item 9. does not apply to adaptable electronic apparatus as described in Special Limit of Liability items 10. and 11. (Items 9., 10. and 11. correspond to items 6., 7. and 8. respectively in Form HO 00 08.)

THIS ENDORSEMENT DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.

**CREDIT CARD, FUND TRANSFER CARD  
FORGERY AND COUNTERFEIT MONEY COVERAGE  
INCREASED LIMITS**

For no additional premium, the limit of liability for Additional Coverage 6, Credit Card, Fund Transfer Card, Forgery and Counterfeit Money, is increased to \$1,000.00.

## REPLACEMENT COST COVERAGE FOR PERSONAL PROPERTY

### 1. Section I — Conditions

For an additional premium, Condition 3. Loss Settlement paragraph a. is deleted and replaced by the following:

- a. Personal Property at replacement cost.
- b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings, at replacement cost.
- c. Structures that are not buildings at actual cash value at the time of loss, but not exceeding the amount to repair or replace.

### 2. Property Not Eligible For Replacement Cost Coverage

Property listed below is not eligible for replacement cost settlement. Any loss shall be settled at actual cash value at time of loss but not exceeding the amount necessary to repair or replace.

- a. Articles which by their inherent nature cannot be replaced with new articles, including but not limited to: paintings, etchings, pictures, tapestries, statuary marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glassware, bric-a-brac and other similar items.
- b. Articles whose age or history contribute substantially to their value, including but not limited to: memorabilia, souvenirs, collectors items and other similar items.
- c. Articles not maintained in good or workable condition.
- d. Articles that are outdated or obsolete and are stored or not being used.
- e. Articles not used for their intended purposes.

### 3. Limitations

This extension of coverage does not increase the amount of coverage set forth in "Special Limits of Liability" of Coverage C. Liability on any item including depreciation may not exceed the cost of repair, restoration or replacement with material and labor of like kind and quality. The Company may elect to replace any damaged or lost item(s) without obligation to replace all items.

### 4. Replacement Cost

- a. We will pay not more than the least of the following amounts:
  - (1) Replacement cost at time of loss without deduction for depreciation;
  - (2) The full cost of repair at time of loss;
  - (3) The limit of liability applying to Coverage C if applicable;
  - (4) Any special limits of liability stated in this policy; or
  - (5) For loss to any item separately described and specifically insured in this policy, the limit of liability that applies to the item.
- b. When the replacement cost for the entire loss under this endorsement exceeds \$500, we will pay no more than the actual cash value for the loss or damage until the actual repair or replacement is completed.
- c. You may make a claim for loss on an actual cash value basis and then make claim within 180 days after the loss for any additional liability in accordance with this endorsement.

All other provisions of this policy apply.

**REPLACEMENT OR REPAIR COST PROTECTION  
COVERAGE A — DWELLING**

We will amend the present coverage amounts indicated on the Declarations page as follows:

1. If you have:
  - a. allowed us to adjust the Coverage A limit of liability and the premium in accordance with:
    - (1) the property evaluations we make; and
    - (2) any increases in inflation; and
  - b. notified us, within 30 days of completion, of any improvements, alterations or additions to the dwelling which increase the replacement cost of the dwelling by 5% or more; and
  - c. elected to repair or replace the damaged building;

We will:

- a. increase the Coverage A limit of liability to equal the current replacement cost of the dwelling if the amount of loss to the dwelling is more than the limit of liability indicated on the Declarations page. This increase shall not exceed 25% of the Coverage A limit of liability.
- b. also increase by the same percentage applied to Coverage A the limits of liability for Coverages B, C and D. However, we will do this only if the Coverage A limit of liability is increased under paragraph a. above as a result of a Coverage A loss;
- c. adjust the policy premium from the time of loss for the remainder of the policy term based on the increased limits of liability.

2. If you comply with the provisions of this endorsement and there is a loss to a building insured under Coverage A, Section I. Condition 3. Loss Settlement paragraph b. is deleted and replaced by paragraphs b., c. and d. as follows:
  - b. Buildings under Coverage A or B at replacement cost without deduction for depreciation. We will pay no more than the least of the following amounts for equivalent construction and use on the same premises:
    - (1) the replacement cost of the building or any parts of it;
    - (2) the amount actually and necessarily spent to repair or replace the building or any parts of it;
    - (3) the applicable limit of liability whether increased or not, adjusted in accordance with paragraph 1. above.
  - c. We will pay no more than the actual cash value of the damage until actual repair or replacement is completed.
  - d. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability on a replacement cost basis.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LEAD EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### HOMEOWNERS LIABILITY COVERAGE PART

#### Section II— Exclusions

Under Coverage E—Personal Liability and Coverage F—Medical Payments To Others, Exclusion 1.M. is added (Exclusions 1.N. in Endorsement HO 24 73).

This insurance does not apply to:

1. "Bodily injury", "property damage", or "personal injury" arising out of actual, alleged or threatened ingestion, inhalation, absorption of, exposure to, or presence of lead.
2. Any loss, cost or expense arising out of any:
  - (a) Request, demand or order that any insured or others test for, abate, remove, monitor, clean up, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of lead; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, abating, cleaning up, removing, containing, treating, monitoring, detoxifying or neutralizing or in any way responding to or assessing the effects of lead.

Lead means lead in any form, whether in combination with, an ingredient of, or as a component of any substance or material.

All other terms, conditions, exclusion and provision of the policy and its endorsements apply.

## HOMEOWNERS EXTENSIONS OF COVERAGE ENDORSEMENT

In return for payment of the premium charged, we will provide the following additional coverages:

### **SECTION I — PROPERTY COVERAGES**

#### **A. REFRIGERATED PROPERTY COVERAGE**

We will pay for direct loss to perishable goods stored in freezers or refrigerators on the **residence** premises caused by:

1. Interruption of electrical service to the refrigeration unit. The interruption must be caused by damage to the generating or transmitting equipment; or
2. Mechanical failure of the unit storing the property.

The most we will pay for loss under this endorsement is \$500.

We will not pay for loss or damage as a result of your failure to use all reasonable means to protect the perishable goods from damage following a loss.

Coverage will apply only if you have maintained the refrigeration unit in proper working condition immediately prior to the loss.

This endorsement does not increase the limit of liability for Coverage C — Personal Property.

Section I — Exclusion 1.d. Power Failure does not apply to this coverage.

No deductible applies to this coverage.

#### **B. LOCK REPLACEMENT COVERAGE**

We will pay for Lock Replacement Coverage, if the keys to the insured's residence are lost or stolen. We will pay for 50% of the cost, up to \$500. We must be notified in writing within 72 hours of the discovery that the keys are missing. No deductible applies to this coverage.

### **SECTION II — LIABILITY COVERAGES**

#### **A. GOLF CART LIABILITY COVERAGE**

The following replaces any coverage which is given through exception (3) to Section II exclusion 1.f.

Coverage E — Personal Liability and Coverage F — Medical Payments to Others apply to **bodily injury or property damage** arising out of:

1. the ownership, maintenance, use, loading or unloading of a motorized golf cart;
2. the entrustment by an **insured** of a motorized golf cart to any person; or
3. statutorily imposed vicarious parental liability for the actions of a child or minor using a motorized golf cart; while off an **insured location**.

With respect to a motorized golf cart, the definition of **insured** includes any person or organization legally responsible for a motorized golf cart owned by an **insured**, but does not include a person or organization using or having custody or possession of the motorized golf cart without the permission of the owner.

This insurance does not apply to any motorized golf cart:

1. that is subject to motor vehicle registration;
2. while being used to carry persons for a charge;
3. while being used in any **business** pursuit;
4. while rented to others; or
5. while being operated in any prearranged or organized race, speed contest or other competition.

#### **B. DAMAGE TO PROPERTY OF OTHERS COVERAGE**

Under the Section II, Additional Coverage 3. Damage to Property of Others, the limit of \$500 per occurrence is deleted and replaced by \$1,000 per occurrence.

All other provisions of this policy apply.

HOMEOWNERS

## LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE ADVISORY NOTICE TO POLICYHOLDERS

THIS NOTICE DOES NOT PROVIDE COVERAGE NOR DOES THIS NOTICE REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED WITH. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

*The limited fungi, wet or dry rot, or bacteria coverage endorsement is attached to your policy:*

- *The amount of property insurance available for loss to your property caused by "fungi", wet or dry rot, or bacteria is reduced. Coverage is only provided for loss caused by "fungi", wet or dry rot, or bacteria if such "fungi", wet or dry rot, or bacteria is the result of a covered peril. "Fungi" are defined in the endorsement and include mold;*
- *Coverage is added for the testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria; and*
- *The amount of liability insurance available for injury or damage arising directly or indirectly out of "fungi", wet or dry rot, or bacteria is reduced.*

### SECTION I – PROPERTY COVERAGES

If "fungi", wet or dry rot, or bacteria results from a covered peril and damages your property, loss caused by such "fungi", wet or dry rot, or bacteria is covered. However, the amount of insurance available for such coverage is limited to the amount specified on the endorsement (or if not on the endorsement, the Declarations page of your policy.)

Coverage, up to the specified amount of insurance, includes:

1. The cost to remove fungi, wet or dry rot or bacteria from covered property;
2. The cost to tear out and replace any part of the building or other property as needed to gain access to the fungi, wet or dry rot or bacteria; and
3. The cost of testing of air or property to confirm the absence, presence or level of fungi, wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that fungi, wet or dry rot or bacteria is present.

**NOTE:** Coverage is available **ONLY** if loss or costs result from a Peril insured Against that occurs during the policy period.

#### Our limit of liability

We will provide up to \$10,000 of coverage. This limit is the most we will pay for the total of all loss or costs payable regardless of the number of locations insured under your policy or the number of claims made.

### SECTION II – LIABILITY COVERAGE

We have limited the amount of insurance available to you when a claim is made or a suit is brought against you by another person alleging damages because of bodily injury or property damage arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungi, wet or dry rot, or bacteria.

Previously, your liability coverage for damages caused by fungi, wet or dry rot, or bacteria was provided on an occurrence basis. The new limit of liability is provided on an aggregate basis. This means that the limit for liability coverage shown in the endorsement (\$50,000) is the most we will pay for all damages resulting from the total of all bodily injury or property damage, occurring during the entire policy period, that is a result of fungi, wet or dry rot, or bacteria. This aggregate limit is the most we will pay regardless of the number of locations insured under the policy, number of persons injured, number of persons whose property is damaged, number of insureds, or the number of occurrences or claims made against you.